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NOTES OF CASES.

Effect of Contract Providing for Injunction against Breach.—In the case of *Dockstader v. Reed*, 106 New York Supplement, 795, a singer contracted with the proprietor of a minstrel troupe to sing for a certain length of time. The contract provided that, in the event of a breach, an injunction might be issued restraining the singer from rendering services for any other person. Before the contract expired, the singer resigned. An injunction was issued, but dissolved on appeal; the New York Supreme Court holding that parties cannot contract that courts will exercise their functions against or in behalf of themselves. Whether a court will so exercise its powers is for the court itself to determine.

Conclusiveness of Executive's Approval of Legislative Act.—In *Powell v. Hayes*, 104 Southwestern Reporter 177, the Supreme Court of Arkansas holds that a bill passed by the legislature becomes a law when the acting governor approves and signs the bill even though it is not transmitted to the secretary of state and that his successor cannot veto such bill even though such veto is proclaimed within the time allowed for approval or veto of bills by the chief executive.

Theft of Servant's Tools.—Plaintiff, a carpenter, in the employ of subcontractors, furnished his own tools, and was given a locker in which to keep them. Notwithstanding a watchman was furnished, the tools were stolen. It was held by the New York Supreme Court in *Dewling v. Klappert's Sons*, 107 New York Supplement, 211, that, as no negligence was shown, defendant, not being an insurer, was not liable.

Stopping at Destination of Passenger.—Plaintiff inquired of the agent in Philadelphia the time of departure of the next train through to Lower Jamesburg. Being told, he purchased a ticket, showed it to the gateman, requesting to be directed to the train for Lower Jamesburg, which he took. Before reaching Trenton he was told by the conductor that as the train did not stop at that station he would have to get off at Trenton. Refusing to alight there, he was forcibly ejected. Plaintiff contended that the purchase of the ticket and representations of the agent constituted a contract obliging the company to stop at his destination. The New Jersey Supreme Court in *Runyon v. Pennsylvania R. Co.*, 68 Atlantic Reporter, 107, held this was not a contract obliging the company to stop, and that plaintiff's duty, when informed the train did not stop, was to get off or to tender the fare that would enable him to ride to a stopping point beyond.